Ex. G

Comparison of the TCS to H.W. St. John's Version (Both Documents were Manufactured by Attorney Shayne after 2017)

May Yan Chen Version

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TERMS AND CONDITIONS OF SERVICE

the event the Company renders services and issues a document containing Terms and Conditions governing such services, the These terms and conditions of service constitute a legally binding contract between the "Company" and the "Customer". In Terms and Conditions set forth in such other document(s) shall govern those services.

- (a) "Company" shall mean May Y Chen DBA Ability Customs Brokers, as is appropriate to the services provided, its/their subsidiaries, related companies, agents and/or representatives.
- (b) "Customer" shall mean the person for which the Company is rendering service, as well as its principals, agents and/or representatives, including, but not limited to, shippers, importers, exporters, carriers, secured perties, warehousemen, buyers and/or sellers, shipper's agents, insurers and underwriters, breat-bulk agents, consignees, etc. It is the responsibility of the Customer to provide notice and copy(s) of these terms and conditions of service to all such
- (c) "Documentation" shall mean all Information received directly or indirectly from Customer, whether in paper or electronic form;
- (d) Ocean Transportation intermediatios ("OTT") shall include an "ocean freight forwarder" and a "non-voisel operating common carrier;
 (e) "That pariets" shall know but not be limited to, the following: "carriers, truckmen, carriers, lightermen, forwarders, OTS, excisors brokens, agents, warehosemen and others to which the goods are entrused for transportation, carriage, handling and/or delivery and/or stronger or therwise."

Company As Agent.

The Company acts as the "agent" of the Customer for the purpose of performing duties in connection with the entry and release of goods, post entry acts except the services, the filling of report licenses, the filling of resport licenses, and independent contraction.

3. Limitation of Actions.

(a) Unless subject to a specific statute or international convention, all claims against the Company for a potential or actual fost, must be made in withing and received by the Company within intely gold disps of the event giving rise to claim; the failure to give the Company timely notice shall be a complete defense than any axid or action commerced by Coasomie.

- (b) All suits against Company must be filled and properly served on Company as follows: (i) For claims arising out of ocean transportation, within one (1) year from the date of the loss;
- (ii) For claims arising out of air transportation, within two (2) years from the date of the loss;
- (iii) For claims arising out of the preparation and/or submission of an import entry(s), within seventy five (75) days from the date of liquidation of the
- (iv) For any and all other claims of any other type, within two (2) years from the date of the loss or damage. entry(s);

4. No Liability For The Selection or Services of Third Parties and/or Routes.

Unless services are performed by persons or firms engaged pursaunt to experies withen instructions from the Customer, Company shall use reasonable care in testeders or firth definite the mans, notice and procedure to be eleborated in the modify, trappers and endievy of the highment, advise by the Company that a particular person of firm his been selected to render services with respect to the goods, shall not be constructed to mean attraction person of firm his been selected to render services with respect to the goods, shall not be constructed or mean attraction person of firm this been selected to render services with respect to the goods, shall not be constructed to mean attraction of the services of the selected of the services of the services of the will be serviced by the construction of the services of the servi

Quotations Not Binding.

Quotations as to fees, rates of duty, if alght charges, insurance premiums or other charges given by the Company to the Customer are for informational purposes only and are subject to charge without notice, no quization shall be binding upon the Company unless the Company in writing agrees to undertake the handling by a transportation of the shipment at as specific rate or amount setforth in the quotation and payment arrangements are agreed to between the Company and the Costomer.

Reliance On Information Furnished.

(a) Customer acknowledges that it is required to review all documents and declarations prepared and/or flied with the Customs and Border Protection, other Government Agency and/or third parties, and will immediately advise the Company of any errors, discrepancies, incorrect statements, or omissions on any

declaration or the submission filed on Customer's behalf.

(b) in preparing and submission filed on Customer's behalf.

(c) in preparing and submission filed on Customer's behalf.

(d) in preparing and submission filed on Customer's peletronic and an admission and admission filed on the correctness of all such information whether in written or electronic formation furnished by Customer, Customer's half user reasonable one ensure the correctness of all such information and shall informative and the Company harmless from any and all claims asserted and/or inability or loss suffered by reason the Customer's fallure of decisioner formation or of any incorrect or false statement by the Customer or its agent, representative or contraction provided the company reasonably relief. The Customer has an affirmative noral delegable duty to discobe any and all information required to import, export or enter the goods.

Declaring Higher Value To Third Parties.

Third parties to whom the goods are entrusted may limit liability for loss or damage, the Company will request excess valuation coverage only upon specific wither instructions for the Customer, which must agree to pay any charges therefore; in the absence of written instructions or the refusal of the finite damy to each for each for excess the refusal of the third party to age et on a higher declared value, at Company's slore droin, the goods may be tendered to the third party, subject to the terms of the third party's limited one of flability and/or verns and conditions of savivies.

Insurance.

Uniess requested to doso in writing and confirmed to Customer in writing. Company is under no obligation to procure insurance on Customer's behalf, in all cases, customer shall pay all premiums and costs in connection with procuring requested insurance.

Disclaimers; Limitation of Liability.

rade Power of Attorney & Terms and Conditions

(a) Except as specifically set forth herein, Company makes no express or implied warranties in connection with its services;

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Created in August 2018, Published in April 2019

the event the Company renders services and issues a document containing Terms and Conditions governing such services, the These terms and conditions of service constitute a legally binding contract between the "Company" and the "Customer". In Terms and Conditions set forth in such other document(s) shall govern those services.

TERMS AND CONDITIONS OF SERVICE

(a) "Company" shall mean H.W. St. John and Company as is appropriate to the zervices provided, its/their subsidiaries, related companies, agents and/or

(b) "Customer" shall mean the person for which the Company is rededing service, as red as its principal, agents and/or representatives, including but no limited to alippest, exporters, carriers, secured potter, warehousement, buyers and/or affects affects by agents, incures and underwriters to break-built agents, consigners, etc. it is the responsibility of the Customer to provide notice and copylic of these terms and conditions of service to all such

"Documentation" shall mean all information received directly or indirectly from Customer, whether in paper or electronic form;

(e) Ocean Transportation Intermediaties" ("OTT) shall include an "ocean freight forwarder" and "non-vessel operating common entries".
This lips rates "that induce, but who the limited to the following" "carries, truchen, cartiers, liptermen, overvaters, OTTs, customs troubers, agent warhousemen and others to which the goods are entrusted for transportation, carties, handling aution desilvery audior storage or otherwing."

2. Company As Agent.

Company at a the "gent" of the Customer for the upmopes of performing duties in connection with the entry and release of goods, post entry services, the securing of esport instructures, the filling of export and security decumentation on behalf of the Customer and other dealings with Government Agencies, As no all other exvises, Company acts as in independent contractor.

(a) Unless subject to a specific statute or international onnestion, all claims against the Company for a potential or actual loss, must be made in writing and received by the Company within interpy foll days of the event giving rise to claim; the failure to give the Company timely notice shall be a complete defense to any sust or action commenced by Customer.

3. Limitation of Actions.

(ii) For claims arising out of air transpor

(b) All suits against Company must be filed and properly served on Company as follows:
 (i) For daims arising out of ocean transportation, within one (1) year from the date of the loss;

(iii) For claims arising out of the preparation and/or submission of an import entry(s), within seventy five (75) days from the date of liquidation of the tation, within two (2) years from the date of the loss;

entry(s); (iv) for any and all other claims of any other type, within two (2) years from the date of the loss or damage.

4. No Liability For The Selection or Services of Third Parties and/or Routes.

Unless services are performed by persons or firms engaged pursuant to express written instructions from the Customer, Company shall use reasonable care in its selection of third parties, or in selecting the means, more and procedure to be followed in the handling, transportation, deservate and delinery of the influence and parties or in selecting the means and delinery of the influence and parties or instructions and delinery of the influence and delinery and delinery of the influence and delinery and delinery or far influence and delinery or common did not represent that such or far and shall not be fable for any delay or loss of any lists, which coccurs while a shallment is in the causoft or control of any delay or the agent of a bird party or the agent of a bird party and the shall be brought sofely against and or costs incurred by the Company, shall reasonably cooperate with the Customer, which shall be labele for any charges or costs incurred by the Company.

5. Quotations Not Binding.

Quotations as to fee, rates of duty, freight charges, insurance premiums or other charges given by the Company to the Customer are for informational purposes only and are subject to charge without notice, no quotation shall be binding upon the Company unless the Company in writing agrees to undertake the handless only and are accounted in writing agrees to undertake the handless or transportation of the phipment at a specific rate or amount set forth in the quotation and payment arrangements are agreed to between the Company and the Customer.

5. Reliance On Information Furnished.

(a) Customer acknowledges that it is required to review all documents and declarations prepared and/or filed with the Customs and Border Protection, othe Government, Agency and/or thin depths, and will immediately advise the Company of any errors, discrepancies, incorrect statements, or omissions on any declaration or other submission filed an Outsomer's between the Company of any errors, discrepancies, incorrect statements, or omissions on any

(b) In preparing and submitting Customs entries, export declarations, applications decounsentation and/or other required data, the Company refers on the convertestation, whether in written or electronic format, and all information formation for customers convertestation, whether in written or electronic format, and all information formation for exposmable care to ensure the convertestation and all information and shall inform the Company harmlets from any and all claims asserted and/or liability or locates suffered by reason the Company resonably reflect. In the Company control of the Company control or claims are all information or of any incorrect or false statement by the Customer or its agent, representative or contracts upon which the Company reasonably reflect. The Customer agrees that the Customer has an affirmative non-delegable duty to disclose any and all information required to import, export or enter the goods.

7. Declaring Higher Value To Third Parties.

Third parties to whom the goods are entrusted may limit isbility for loss or damage; the Company will request excess valuation coverage only upon specific written instructions from the Customer, which must agree to pay any charges therefore; in the absence of written instructions on the refusal of the third writty to agree to a higher declared value, as Company discretion, the goods may be tendered to the third party, subject to the terms of the third party? Illimizations of liability and/or terms and conditions of service.

Unless requested to do so in writing and confirmed to Customer in writing. Company is under no obligation to procure insurance on Customer's behalf; in all cases, customer shall pay all premiums and costs in connection with procuring requested insurance.

(a) Except as specifically set forth herein, Company makes no express or implied warranties in connection with its services; Disclaimers; Limitation of Liability.

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(b) Subject to (d) below, Customer agress that in connection with any and all services performed by the Company, the Company shall only be liable for its negligent acts, which are the direct and proximate cause of any injury to Customer, including loss or damage to Customer's goods, and the Company shall in

no event be liable for the acts of third narries;
(c) in connection with it is ever experimented by the Company, Customer may obtain additional liability coverage, up to the actual or declared value of the sibment or transaction, by requesting such coverage and agreeing to make payment therefore, which request must be confirmed in writing by the Company prior to rendering services for the covered transaction(s).

(d) in the absence of additional coverage under (c) above, the Company's liability shall be limited to the following:

(ii) where the claim arises from activities relating to "Customs business," \$50.00 per entry or the amount of brokerage fees paid to Company for the (i) where the claim arises from activities other than those relating to customs brokerage, \$50.00 per shipment or transaction, or entry, whichever is less;

(e) In no event shall Company be liable or responsible for consequential, Indirect, incidental, statutory or punitive damages even if it has been put on notice of the possibility of such damages.

10. Advancing Money.

All chages must be paid by Customer in advance unless the Company agrees in witing to extend credit to customer; the granting of credit to a Customer in connection with a particular transaction shall not be considered a waiver of this provision by the Company.

Indemnification/Hold Harmless.

The Customer agrees to indemnify, defend, and hold the Company harmless from any daines and/or liability arising from the importation or exportation of Customers' merchanists and/or any nonclust of the Customer, including function limited to the inscurage of entry, asport or security data supplied by Customer or its agent or representative which violates any Federal's State and/or other laws, and further agrees to informity and hold the Company harmless agented any and all liability, loss, damages, costs, claims and/or expenses, including but not limited to reasonable attorney's fees, which the Company harmless here after incut, suffer to be required to pay by ir season of such claims; in the event that any claim, sait or proceeding is brought against the Company, it shall give notice in writing to the Customer by mail at its address on file with the Company.

12. C.O.D. or Cash Collect Shipments.

Company shall use reasonable care regarding written instructions relating to "Casty/Collect" on "Deliver (C.O.D.)" shipments, bank drafts, casther's and/or certified checks, Jetren(s) of credit and other similar payment documents and/or instructions regarding collection of monles but shall have no liability if the bank or consignee refuses to pay for the shipment.

Costs of Collection.

in any dispute involving monies owed to Company, the Company shall be entitled to all costs of collection, including reasonable attorney's fees and interest at 15% per annum or the highest rate all owed by law, whichever is less, unless a lower amount is agreed to by Company.

14. General Lien And Right To Sell Customer's Property.

active possession or (a) Company shall have a general and continuing lien on any and all property of Customer coming into Company's actual or const control for monies owed to Company with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both;

(b) Company shall provide written notice to Customer of its intent to exercise such liev, the exact amount of mories due and owing, as well as any on-going storage or other charges; Customer shall notify all parties having an interest in its shipment(s) of Company's rights and/or the exercise of such lien. (c) Unless, within thirty day of receiving notice of lies, Customer posts cash or letter of credit at slight, or, if the amount due is in dispute, an acceptable bond equal to 110% of the value owed, plus all states amount due, in favor of company, guaranteing payment of the monier owed, plus all states agreed the proposal payment of the beactured. Company, guaranteed, company, guaranteed, company, guaranteed are shall not be accurated. Company, guaranteed are shall not be accurated. Some agreed to the state of the specific or private sale or auction and any net proceeds remaining these after shall not be accurated. be refunded to Customer

No Duty To Maintain Records For Customer.

Customer acknowledge that pursuant to Sections SSB and SSB of the Tailf Act, as anended, (19 USC §1508 and §1509) it has the daty and is solely liable for maintaining all records required under the Customs and/or other Laws and Regulations of the United States, unless otherwise agreed to in writing, the records required under the Customs and/or and Regulations of the United States, unless otherwise agreed to in writing, the agustion (s), but not act as a "recordseeper" or "recordseeping againt" for Customer.

Unless requested by Customer in writing and agreed to by Company in writing, Company shall be under no obligation to undertake any pre- or post- Customs release action, including, but not limited to, obtaining binding rulings, advising of liquidations, filing of perition(s) and/or protests, etc. 16. Obtaining Binding Rulings, Filing Protests, etc.

Preparation and Issuance of Bills of Lading.

Where Company prepares and/or issues a bill of lading, Company shall be under no obligation to specify thereon the number of pieces, packages and/or cartom, ett.; unless specifically requested to do so in writing by Customer or its agent and Customer agrees to pay for same, Company shall rely upon and use the cargo weight supplied by Customer.

18. No Modification or Amendment Unless Written.

These terms and conditions of service may only be modified, altered or amended in writing signed by both Customer and Company; any attempt to uniface ally modify, alter or amend same shall be null and void.

19. Compensation of Company.

The compensation of the Company for its services shall be included with and is in addition to the rates and charges of all carriers and other agencies selected by the Company to transport and deal with the goods and such compensation shall be exclusive of any brokenage, commissions, dividends, or other revenue revelved by the Company from carriers, hursers and others in connection with the islignment. On ocean respons, upon request, where Company acts as a forwarder, upon request, the Company shall provide a detailed the leakant of the components of all charges assessed and a true copy of each pertinent document relating to these charges. In any referral for collection or action against the Customer for monies due the Company, upon recovery by the Company, the Customer shall pay the expenses of collection and/or litigation, including reasonable attorneys' fees.

In the event any Paragraph(s) and/or porition(s) hereof is found to be invalid and/or unenforceable, then in such event the remainder hereof shall remain in full force and effect. Company's decision to walve any provision herein, either by conduct or otherwise, shall not be deemed to be a further or continuing walver of such provision.

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(b) Subject to (d) below, Customer agrees that in connection with any and all services performed by the Company, the Company shall only be liable for its negligent acts, which are the direct and proximate cause of any injury to Customer, including loss or damage to Customer's goods, and the Company shall no event be liable for the acts of third parties; (c) In connection with all services performed b

nt or transaction, by requesting such coverage and agreeing to make payment therefore, which request must be confirmed in writing by the Compar med by the Company, Customer may obtain additi prior to rendering services for the covered transa

(d) In the absence of additional coverage under (c) above, the Company's liability shall be limited to the following:

(ii) where the claim arises from activities relating to "Customs business," \$50.00 per entry or the amount of brokerage fees paid to Company for the (i) where the claim arises from activities other than those relating to customs brokerage, \$50.00 per shipment or transaction, or

(e) In no event shall Company be liable or responsible for consequential, indirect, incidental, statutory or punitive damages even if it has been put on notice of the possibility of such damages.

10. Advancing Money.

All charges must be paid by Customer in advance unless the Company agrees in writing to extend credit to customer; the granting of credit to a Customer in connection with a particular transaction shall not be considered a waiver of this provision by the Company.

11. Indemnification/Hold Harmless.

The Customer agrees to indemnify, defend, and hold the Company harmless from any daims and/or liability arising from the importation or exportation of customer's mechanistic and/or any conduct of the Customer, including but not limited to the insecuracy of entry, export or security data supplied by Customer or its agent or representative which violates any feeders! State and/or other laws, and further agrees to indemnify and hold the Company harmless against any and all liability, loss, damages, costs, clims and/or exponses, including but not limited to reasonable attornery's feet, which the Company may against any and all liability, do see equired to pay by reason of such claims; in the event that any daim, suit or proceeding its brought against the Company, it shall give notice in writing to the Customer by mail at its address on the with the Company.

12. C.O.D. or Cash Collect Shipments.

Company that use resonable care regarding written instructions relating to "Cash/Collect" on "Deliver (C.O.D.)" shipments, bash drafts, cabher's and/or certified tokes, letterly of noted and other sheet initiality parts and interest to pay for the sheet initiality parts and interest to pay for the sheet initiality and the bank or configure refuses to pay for the sheet initiality and the bank or configure refuses to pay for the sheet initiality and the same of the sheet initiality and the same of the sheet initiality and the same of the same

13. Costs of Collection.

In any digute involving monies owed to Company, the Company shall be entitled to all costs of collection, including reas at 15% per annum or the highest rate allowed by law, whichever is less, unless a lower amount is agreed to by Company.

14. General Lien And Right To Sell Customer's Property.

(c) Unleas, within thirty days of receiving notice of lien, Customer posts cash or letter of credit as sight, or, if the amount due is in dispute, an acceptable bond equal to slice of the value of the total amount due, in Favor of Company, guaranteeing payment of the montes oweek plus all storage charges accrued bond equal to 50 febre value of the total amount due, in Favor of Company, guaranteeing payment of the montes oweek plus all storage charges accrued to the accrued. Company thall have the right to sell such shipment(s) at public or private sale or auction and any net proceeds remaining thereafter shall be refunded to Custom(e'). (b) Company shall provide written notice to Customer of its intent to exercise such lien, the exact amount of monies due and owing, as well as any on-goi storage or other charges; Customer shall notify all parties having an interest in its shipment(s) of Company's rights and/or the exercise of such lien. (a) Company shall have a general and continuing lien on any and all property of Customer coming into Company's actual or const control for monies owed to Company with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both;

15. No Duty To Maintain Records For Customer.

Customer acknowledges that pursuant to Sections 508 and 509 of the Tariff Act, as amended, (19 USC §1508 and §1509) it has the duty and is solely libble Commissioning all records required under the Customs and/or other laws and Regulations of the United States; unless otherwise agreed to in writing, the Company shall only keep such records that it is required to maintain by Statute(s) and/or Regulation(s), but not act as a "recordsceper" or "recordsceper" or

16. Obtaining Binding Rulings, Filing Protests, etc.

Unless requested by Customer in writing and agreed to by Company in writing. Company shall be under no obligation to undertake any pre- or post- Customs refease action, including, but not limited to, obtaining binding, advising of liquidations, filing of petition(s) and/or protests, etc.

17. Preparation and Issuance of Bills of Lading.

Where Company prepares and/or issues a bill of lading. Company shall be under no obligation to specify thereon the number of pieces, packages and/or cartons, etc.; unless specifically requested to do so in writing by Customer or its agent and Customer agrees to pay for same, Company shall rely upon and use the cargo weight supplied by Customer

These terms and conditions of service may only be modified, altered or amended in writing signed by both Customer and Company; any attempt to unilaterally modify, after or amend same shall be null and void.

18. No Modification or Amendment Unless Written.

The compensation of the Company for its services shall be included with and is in addition to the rates and charges of all carriers and other agencies selected by the Company for its services deal with the goods and such compensation shall be excludive of any brokenage, commission, dividends, or other resenter received by the Company from carrier, insurers and others in connection with the alignment. On ocean reports, upon request, where Company as a service of the compounders of all carriers are a feet per intensity and are a detailed breakoner of the compounders of all carriers are true copy except per intensity to these charges, in any referred in consistent the Company, upon recovery by the document relating to these charges. In any referred in coloring against the Customer for monies due the Company, upon recovery by the 19. Compensation of Company.

20. Severability.

Company, the Customer shall pay the expenses of collection and/or litigation, including reasonable attorneys' fees.

In the event any Paragraph(c) and/or portion(c) hereof is found to be invalid and/or unenforceable, then in such event the remainder hereof shall remain in full force and effect. Company's decision to waive any provision herein, either by conduct or otherwise, shall not be deemed to be a further or continuing

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21. Governing Law; Consent to Jurisdiction and Venue.

These terms and conditions of service and the relationship of the parties shall be construed according to the laws of the State of California, without giving consideration to principles of conflict of law, Customer and Company

(a) irrevocably consent to the jurisdiction of the United States District Court;

(b) agree that any action relating to the services performed by Company, shall only be brought in said court;
(c) consent to the exercise of in personan jurisdiction by said courts over it, and
(d) further agree that any action to enforce a judgment may be instituted in any jurisdiction.

Approved by: NATIONAL CUSTOMS BROKERS AND FORWARDERS ASSOCIATION OF AMERICA, INC. (REVISED 7/2009)

22. Per Diem.

The Customer will be liable for trucker's wait time, demurrage and per diem or per day charges and/or detention charges

23. Free Time.

The free time of the cargo will be as per underlying carrier's policy

24. Telex Release.

ents will be released unless a written hold request is recolved. The Company cannot warranty that a telex or express release will be held,

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Created in August 2018, Published in April 2019

21. Governing Law; Consent to Jurisdiction and Venue.

These terms and conditions of service and the relationship of the parties shall be construed according to the laws of the State of New York, without giving consideration to principles of conflict of law. Customer and Company.

(a) irrevocably consent to the jurisdiction of the United States District Court and the State courts of New York;
(b) agree that any action relating to the services performed by Company, shall only be brought in said courts;
(c) consent to the exercise of in personan jurisdiction by said courts over it, and
(d) further agree that any action to enforce a judgment may be instituted in any jurisdiction.

Approved by: NATIONAL CUSTOMS BROKERS AND FORWARDERS ASSOCIATION OF AMERICA, INC. (REVISED 7/2009)

22. Per Diem.

The Customer will be liable for trucker's wait time, demurrage and per diem or per day charges and/or detention charges

The free time of the cargo will be as per underlying carrier's policy 23. Free Time.

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